

EXHIBIT C

John M. Toriello
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*Attorneys for Intervenor Exxon Mobil Corporation and
Third-Party Defendant Ancon Insurance Company*

HOME INSURANCE COMPANY, Plaintiff, vs. CORNELL-DUBILIER ELECTRONICS, INC., et al, Defendants.	
CORNELL-DUBILIER ELECTRONICS, INC., et al. Plaintiff, vs. UNITED INSURANCE COMPANY, Defendant.	
CORNELL-DUBILIER ELECTRONICS, INC., et al. Plaintiff, vs. COLUMBIA CASUALTY COMPANY, et al., Defendants.	

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MERCER COUNTY

Civil Action
Docket No. MER-L-5192-96

Civil Action
Docket No. MER-L-2773-02

Civil Action
Docket No. MER-L-463-05

**CERTIFICATION OF GEORGE L. MANIATIS IN SUPPORT OF EXXONMOBIL
CORPORATION'S OPPOSITION TO CORNELL-DUBILIER ELECTRONICS, INC.'S
MOTION FOR SUMMARY JUDGMENT AGAINST THE LONDON MARKET
INSURERS WITH RESPECT TO THE EXXON POLICIES**

GEORGE L. MANIATIS, of full age, hereby certifies as follows:

1. I am a partner at the law firm Mendes & Mount, LLP, 750 Seventh Avenue, New York, NY 10019, which, in this matter, represents defendants Certain Underwriters at Lloyd's, London severally subscribing to Policy Nos. CK4294, CK4295, K56745, K56746, K56747, NC5606, NC5607, NC5608, NC7760, NC7761, and NC7762, and CNA Reinsurance Co., Ltd.; Compagnie d'Assurances Maritimes Aeriennes et Terrestres (CAMAT) per C.U.A.L. Underwriting Agency; Compagnie Europeene d'Assurances Industrielles S.A.; Dominion Insurance Co., Ltd.; Excess Insurance Co., Ltd.; Imperio Companhia de Seguros, Lisbon; Royale Belge Per Thilly Reinsurance Service, Belgium; St. Katherine Insurance Co., Ltd.; Stronghold Insurance Co., Ltd.; Union Atlantique S.A.; Unionamerica Insurance Co., Ltd.; Willis Faber (Underwriting Management), Ltd.; Winterthur Swiss Insurance Co., Ltd.; Wurttembergische Feuer Per Coggia; and Yasuda Fire & Marine Insurance Co. (UK), Ltd. (hereinafter, the "London Market Insurers"). I am fully familiar with all of the proceedings herein.

2. On or about December 19, 1996, Home Insurance Company ("Home") commenced this litigation as a declaratory judgment action against Federal Pacific Electric Company ("FPE"), its former subsidiary, Cornell-Dubilier Electronics, Inc. ("CDE"), and 30 of their insurers, including "Certain Underwriters of Lloyd's." In 1997, Home served and filed a First Amended Complaint. A true and accurate copy of that First Amended Complaint is annexed hereto as Exhibit 1.

3. In 2002, CDE filed a Second Amended Answer to Home's Amended Complaint, with Crossclaims. A true and accurate copy of CDE's Second Amended Answer, Separate Defenses, Counterclaims, Crossclaims, and Jury Demand is annexed hereto as Exhibit 2.

4. CDE's Crossclaims identify "Insurer Defendants." Exh. 2, ¶ 3. We understood that reference to be defined as the term identified in Paragraph 35 of the First Amended Complaint. See Exh. 1, ¶ 35. At paragraph 6, CDE makes clear the insurers amongst the "Certain Underwriters at Lloyds" who actually are the subject of the Crossclaims. See Exh. 2, ¶ 6.

5. CDE claims "it gave the Crossclaim Insurers notice of the claim by the State of New Jersey with respect to the South Plainfield Site and the residential Suits" (the "Crossclaim Notices"). Exh. 2, ¶ 6. True and accurate copies of the notices CDE gave to the London Market Insurers are annexed hereto as Exhibits 3-6.

6. The Crossclaim Notices dated March 27, 1992, October 3, 1996, and September 30, 1999, reference six specific policies in 1979 and 1980. See Exhs. 3-5. The Crossclaim Notice dated February 13, 1997, references those six policies, as well as "[Various Placements] Effective 05/29/59-07/01/62." Exh. 6.

7. Upon receipt of the Crossclaim Notices, we asked the London Market Insurers to conduct a search for the six 1979-1980 policies and the 1959-1962 placements. The insurers located and provided us with the six specific policies: NC5606, NC5607, NC5608, NC7760, NC7761, and NC7762. True and accurate copies of the six policies the London Market Insurers provided to us are annexed hereto as Exhibits 7-12, respectively. The London Market Insurers also located five additional policies placed between 1959 and 1962: CK4294, CK4295, K56745, K56746, and K56747. True and accurate copies of the five additional policies the London Market Insurers provided to us are annexed hereto as Exhibits 13-17, respectively. None of the 11 noticed policies are the Exxon Policies referenced in the instant CDE motion for summary judgment.

8. In 2002, some of the defendants denominated as "Certain Underwriters at Lloyds" in the Home complaint and CDE's crossclaims filed an Answer to CDE's Second Amended Crossclaims. A true and accurate copy of the Answer of London Market Insurers to the Second Amended Crossclaim of Cornell-Dubilier Electronics, Inc. is annexed hereto as Exhibit 18.

9. The Second Amended Answer to CDE's Crossclaims was filed on behalf of certain syndicates at Lloyd's and certain insurance companies who had subscribed to the 11 identified insurance policies in CDE's Crossclaims (the "FPE/CDE London Insurance"). In determining the defendants identified in the Crossclaims, we relied on the identification of the insurance policies in the notice letters referenced at Paragraph 6 of those Crossclaims. See Exh. 2, ¶ 6. Based upon that reference, the defendants defined as the London Market Insurers in paragraph 2 of this Certification, appeared in response to CDE's Crossclaims.

10. The 15 insurance companies listed in the London Market Insurers' Answer voluntarily appeared because they were not underwriters at Lloyd's and, therefore, could not be part of the general denomination "Certain Underwriters at Lloyds."

11. The London Market Insurers' Answer carefully identifies the 11 policies to which Lloyd's syndicates and 15 then-solvent insurance companies subscribed. For convenience, annexed hereto as Exhibit 19 is a true and accurate copy of a chart we prepared that lists the represented syndicates and insurance companies falling within the term "London Market Insurers," as defined in paragraph 2 of this Certification and as referenced in the introductory paragraph of the London Market Insurers' Answer. CDE never contested the identification of the policies, the Lloyd's underwriters, or the insurance companies contained in the answer filed by these insurers.

12. CDE's Crossclaims, the London Market Insurers, and the litigation with respect to these London Market Insurers focused on the FPE/CDE London Insurance. In 2004, during a four-day trial, Judge Sabatino heard testimony on the 11 policies comprising the FPE/CDE London Insurance with respect to the South Plainfield Site. CDE's 2007 summary judgment motion regarding coverage of the Dismal Swamp Site also dealt only with those policies and that FPE/CDE London Insurance. Annexed hereto as Exhibit 20 is a true and accurate copy of the Court's March 19, 2007 Order granting CDE's motion as to the Dismal Swamp Site, which specifically lists the FPE/CDE London Insurance policies. Neither the trial nor the motion involved the Exxon insurance policies that are the subject of CDE's current motion for summary judgment.

13. In 2008, CDE and the London Market Insurers engaged in discovery on the Exxon Policies. On July 27, 2009, after the Exxon Policies became a subject of discovery and motion practice, I emailed CDE's counsel, Robert Sanoff, and specifically asked: "Will CDE be amending its Complaint to add the 1980-1983 Exxon policies?" Mr. Sanoff responded:

It is CDE's position that it is covered under the Exxon Policies that Lloyds has produced. When CDE completes discovery as permitted by the Court's recent order, CDE will make an appropriate motion to assert its right to the additional coverage in the NJ case.

A true and accurate copy of that July 27, 2009 email exchange is annexed hereto as Exhibit 21.

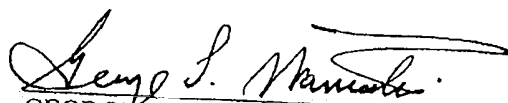
14. Following completion of that discovery, CDE filed a motion for discovery sanctions seeking, among other things, a declaration that CDE was entitled to coverage under the Exxon Policies as a discovery sanction. That motion was denied by Judge Smithson in a Decision dated March 25, 2010. A true and accurate copy of that Decision is annexed hereto as Exhibit 22.

15. CDE then filed this motion for summary judgment against the London Market Insurers for environmental coverage under those Exxon Policies.

16. CDE has not amended its Crossclaims to assert claims against the London Market Insurers subscribing to the Exxon policies.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 28, 2010.


GEORGE L. MANIATIS

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EXHIBIT 3

LAW OFFICES

Schoenberg, Fisher & Newman, Ltd.

SUITE 2700

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606

TELEPHONE 312/648-2300

FAX 312/559-1172

OUR FILE NUMBER

March 27, 1992

92-433

CERTIFIED MAIL

Lloyds Underwriters
Mendes & Mount
3 Park Avenue
New York, NY. 10015

RECEIVED

APR 01 1992

M. & M.
Answered . . . FILE

RE: Policy Nos: 614/NC5606; 614/NC7760; 614/NC5607;
614/NC7761; 614/NC5608; 614/NC7762

Gentlemen:

I write on behalf of Cornell-Dubilier Electronics, Inc. ("CDE") to notify you of an administrative order dated February 14, 1992 regarding a former CDE facility located in South Plainfield, New Jersey. The order was issued by the New Jersey Department of Environmental Protection. It was received by CDE's attorneys, Foley, Hoag & Eliot of Boston, Massachusetts, on February 20, 1992.

The South Plainfield facility was operated by CDE for many years until, we believe, mid-1961. At some point in the early 1960's it was sold to a developer, and CDE has no knowledge of activities at the site thereafter.

The order makes a number of findings regarding the site, including findings that contamination is present in soil and in a brook which forms one boundary of the property. The order expressly finds that there are domestic potable water wells in the immediate vicinity of the site, and it asserts that CDE is strictly liable without regard to fault for contamination of lands and waters of the State of New Jersey and for costs of cleanup and removal of the contamination. Among other things, CDE is ordered to conduct a remedial investigation and feasibility study of remedial action alternatives, including determination whether ground water at the site is contaminated and whether any such contamination is leaving the site, in order to determine what may be needed to prevent contamination from migrating any further off site.

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M&M 0001

Schoenberg, Fisher & Newman, Ltd.

Lloyds Underwriters
March 27, 1992
Page 2

CDE was given thirty days from receipt of the order to respond (i.e., until Friday, March 20, 1992) upon pain of treble damages, imposition of a lien on CDE's property and penalties up to \$50,000 per day.

We enclose for your information a copy of the order, and copies of the information request and CDE's response thereto which are referred to in the order.

CDE hereby claims coverage under the above-referenced policies with respect to the order, and it demands that you defend and indemnify it against this suit in accordance with and to the extent of your obligations under these policies. CDE also claims coverage and makes a similar demand under all other policies which you have issued on its behalf, even if not specifically listed. Please respond promptly to this notice. Your response to this letter should be addressed to the undersigned, with a copy to Mr. William J. Cheeseman of Foley, Hoag & Eliot, One Post Office Square, Boston, MA 02109.

Very truly yours,

Pamela L. Clark
Pamela L. Clark
Paralegal

Enclosure

cc: Mr. William J. Cheeseman

EXHIBIT D

SMITH, STRATTON,
WISE, HEHER & BRENNAN

600 COLLEGE ROAD EAST
PRINCETON, NEW JERSEY 08540
(609) 924-6000

ATTORNEYS FOR

Plaintiff Home Insurance Company

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MERCER COUNTY
DOCKET NO.: MER-L-5192-96

HOME INSURANCE COMPANY,)
Plaintiff,)

Civil Action

vs.)

FIRST AMENDED COMPLAINT AND
JURY DEMAND

CORNELL-DUBILIER ELECTRONICS,)
INC., FEDERAL PACIFIC)
ELECTRIC COMPANY,)
AETNA CASUALTY & SURETY)
COMPANY, AIU INSURANCE)
COMPANY, AMERICAN CENTENNIAL)
INSURANCE COMPANY, AMERICAN)
INSURANCE COMPANY, AMERICAN)
INTERNATIONAL INSURANCE)
COMPANY, AMERICAN MOTORISTS)
INSURANCE COMPANY, CALIFORNIA)
UNION INSURANCE COMPANY,)
COLUMBIA CASUALTY COMPANY,)
CONTINENTAL CASUALTY)
INSURANCE COMPANY, EMPLOYERS)
MUTUAL CASUALTY COMPANY,)
FIREMAN'S FUND INSURANCE)
COMPANY, FIRST STATE)
INSURANCE COMPANY, GRANITE)
STATE INSURANCE COMPANY,)
HARTFORD ACCIDENT & INDEMNITY)

COMPANY, HIGHLANDS INSURANCE)
 COMPANY, INTERNATIONAL)
 SURPLUS LINES INSURANCE)
 COMPANY, LEXINGTON INSURANCE)
 COMPANY, LIBERTY MUTUAL)
 INSURANCE COMPANY, CERTAIN)
 UNDERWRITERS AT LLOYDS OF)
 LONDON, LUMBERMAN'S MUTUAL)
 CASUALTY COMPANY, MIDLAND)
 INSURANCE COMPANY, NORTH)
 RIVER INSURANCE COMPANY,)
 NORTHBROOK INSURANCE COMPANY;)
 NORTHBROOK EXCESS & SURPLUS)
 INSURANCE COMPANY)
 NORTHWESTERN NATIONAL)
 INSURANCE COMPANY, PRUDENTIAL)
 REINSURANCE COMPANY, PURITAN)
 INSURANCE COMPANY, TRANSIT)
 CASUALTY COMPANY, WRENFORD)
 INSURANCE COMPANY, & JOHN DOE)
 INSURANCE COMPANIES I THROUGH)
 XXX,)

Defendants.

Plaintiff Home Insurance Company ("Home"), a corporation
 organized and existing under the laws of the State of New
 Hampshire, with its primary place of business at 59 Maiden Lane,
 New York, New York, and authorized to do business in the State of
 New Jersey, by way of complaint against the defendants, states as
 follows:

Nature of Action.

1. Home files this action seeking declaratory judgment as to the rights and obligations of the parties under alleged insurance policies in connection with various environmental claims involving defendants Cornell-Dubilier Electronics, Inc. ("CDE") and Federal Pacific Electric Company ("FPE") as set forth in paragraphs 37 through 63 below.

The Parties.

2. At all times material hereto, plaintiff Home was a New Hampshire corporation licensed to do business in New Jersey.

3. Upon information and belief, defendant CORNELL-DUBILIER ELECTRONICS, INC. is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in New Jersey.

4. Upon information and belief, defendant FEDERAL PACIFIC ELECTRIC COMPANY is a company organized and existing under the laws of the State of Delaware and is authorized to conduct business in the State of New Jersey.

5. Upon information and belief, defendant AETNA CASUALTY & SURETY COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

6. Upon information and belief, defendant AIU INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

7. Upon information and belief, defendant AMERICAN CENTENNIAL INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

8. Upon information and belief, defendant AMERICAN INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

9. Upon information and belief, defendant AMERICAN INTERNATIONAL INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

10. Upon information and belief, defendant AMERICAN MOTORISTS INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

11. Upon information and belief, defendant CALIFORNIA UNION INSURANCE COMPANY is a company which has conducted business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

12. Upon information and belief, defendant COLUMBIA CASUALTY COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

13. Upon information and belief, defendant CONTINENTAL CASUALTY INSURANCE COMPANY is a company which is conducting

business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

14. Upon information and belief, defendant EMPLOYERS MUTUAL CASUALTY COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

15. Upon information and belief, defendant FIREMAN'S FUND INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

16. Upon information and belief, defendant FIRST STATE INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

17. Upon information and belief, defendant GRANITE STATE INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

18. Upon information and belief, defendant HARTFORD ACCIDENT & INDEMNITY COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

19. Upon information and belief, defendant HIGHLANDS INSURANCE INDEMNITY COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

20. Upon information and belief, defendant INTERNATIONAL SURPLUS LINES INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

21. Upon information and belief, defendant LEXINGTON INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

22. Upon information and belief, defendant LIBERTY MUTUAL INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

23. Upon information and belief, defendants CERTAIN UNDERWRITERS AT LLOYDS OF LONDON are conducting business in New Jersey and issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

24. Upon information and belief, defendant LUMBERMAN'S MUTUAL CASUALTY COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

25. Upon information and belief, defendant MIDLAND INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

26. Upon information and belief, defendant NORTHBROOK INSURANCE COMPANY is a company which has conducted business in New

Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

27. Upon information and belief, defendant NORTHBROOK EXCESS & SURPLUS COMPANY is a company which has conducted business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

28. Upon information and belief, defendant NORTH RIVER INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

29. Upon information and belief, defendant NORTHWESTERN NATIONAL INSURANCE COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

30. Upon information and belief, defendant PRUDENTIAL REINSURANCE COMPANY is a company which has conducted business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

31. Upon information and belief, defendant PURITAN INSURANCE COMPANY is a company which has conducted business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

32. Upon information and belief, defendant TRANSIT CASUALTY COMPANY is a company which is conducting business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

33. Upon information and belief, defendant WRENFORD INSURANCE COMPANY is a company which has conducted business in New Jersey and which issued, at times relevant to this action, one or more policies of insurance to CDE and/or FPE.

34. Defendants John Doe Insurance Companies I through XXX are fictitious names of presently unidentified defendants that provided insurance to CDE and/or FPE at times relevant to this action.

35. The individual defendants referred to in Paragraphs 5 through 35 of the complaint shall be hereinafter collectively referred to as the "Insurer Defendants."

THE UNDERLYING ENVIRONMENTAL CLAIMS

36. Upon information and belief, claims have been asserted against FPE and/or CDE arising from their involvement in alleged environmental contamination at the following sites (collectively the "Underlying Environmental Claims"):

The Plainfield, New Jersey Site.

37. Upon information and belief, at times relevant to this action, CDE owned and operated a manufacturing facility at Hamilton Boulevard, South Plainfield, New Jersey (the "South Plainfield Site").

38. Upon information and belief, the South Plainfield Site and its environs are alleged to be contaminated.

39. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the South Plainfield Site.

The Sanford, North Carolina Site.

40. Upon information and belief, at times relevant to this action, the Sanford, North Carolina Site (the "Sanford Site") was a waste disposal facility located in Sanford, North Carolina.

41. Upon information and belief, at times relevant to this action, CDE utilized the Sanford Site to dispose of waste.

42. Upon information and belief, the Sanford Site and its environs are alleged to be contaminated.

43. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the Sanford Site.

The Vidalia, Georgia Site.

44. Upon information and belief, at times relevant to this action, FPE operated a facility located on New Lyons Highway, Vidalia, Georgia (the "Vidalia Site").

45. Upon information and belief, the Vidalia Site and its environs are alleged to be contaminated.

46. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the Vidalia Site.

The Sullivan's Ledge Site.

47. Upon information and belief, at times relevant to this action, the Sullivan's Ledge Dump (the "Sullivan's Ledge Site") located in New Bedford, Massachusetts operated as a waste disposal facility.

48. Upon information and belief, at times relevant to this action, CDE deposited waste at the Sullivan's Ledge Site.

49. Upon information and belief, the Sullivan's Ledge Site and its environs are alleged to be contaminated.

50. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the Sullivan's Ledge Site.

The Venice Site.

51. Upon information and belief, at times relevant to this action, CDE and/or FPE operated a manufacturing facility at 4144 Glen Cove Avenue, Venice, California (the "Venice Site").

52. Upon information and belief, the Venice Site and its environs are alleged to be contaminated.

53. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the Venice Site.

The Edgefield, South Carolina Site.

54. Upon information and belief, at times relevant to this action, FPE operated a facility in Edgefield, South Carolina (the "Edgefield Site").

55. Upon information and belief, the Edgefield Site and its environs are alleged to be contaminated.

56. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the Edgefield Site.

The Harlingen, Texas Site.

57. Upon information and belief, at times relevant to this action, the Harlingen, Texas Site ("Harlingen Site") was a waste disposal facility located in Harlingen, Texas.

58. Upon information and belief, at times relevant to this action, CDE disposed of waste at the Harlingen Site.

59. Upon information and belief, the Harlingen Site and its environs are alleged to be contaminated.

60. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the Harlingen Site.

The Fairhaven, Massachusetts Site.

61. Upon information and belief, at times relevant to this action, contaminated materials from CDE are alleged to have been transported to a residence located in Fairhaven, Massachusetts (the "Fairhaven Site").

62. Upon information and belief, the Fairhaven Site and its environs are alleged to be contaminated.

63. Upon information and belief, one or more persons or entities have asserted claims against FPE and/or CDE in connection with the Fairhaven Site.

The Alleged Home Policies.

64. CDE and FPE allege that they are insured under the following insurance policies allegedly issued by Home:

<u>Policy Number</u>	<u>Policy Period</u>
HEC 9543121	7/1/62 - 7/1/65
HEC 9544303	7/1/65 - 7/1/68
HEC 9559165	7/1/68 - 7/1/71
HEC 9794317	7/1/71 - 7/1/72

TENDER OF THE UNDERLYING CLAIMS TO HOME.

65. FPE and/or CDE have requested that Home indemnify them and reimburse them for defense costs in connection with the Underlying Environmental Claims arising out of the alleged contamination at the above mentioned sites pursuant to the alleged Home policies at issue.

66. Where appropriate, Home has reserved its rights with respect to any alleged obligations in connection with the Underlying Environmental Claims.

FIRST COUNT FOR DECLARATORY RELIEF
(Against FPE and CDE)

67. Home repeats and reiterates each of the allegations contained in Paragraphs 1 through 66 of the complaint, all as if fully set forth at length herein.

68. Home contends that under the terms, definitions, conditions and exclusions of any Home Insurance policies under which FPE and/or CDE are insured, Home has no duty to defend FPE and CDE in connection with the Underlying Environmental Claims.

69. Home on the one hand, and CDE and FPE on the other, differ over the extent to which, if at all, Home has an obligation to indemnify CDE and/or FPE in connection with the Underlying Environmental Claims under the terms, conditions, definitions and exclusions of any Home Insurance policies under which FPE and/or CDE are insured.

70. Home on the one hand, and FPE and CDE on the other, differ over the extent to which, if at all, Home has an obligation to reimburse FPE and/or CDE for defense costs incurred in connection with the Underlying Environmental Claims under the terms, conditions, definitions and exclusions of any Home Insurance policies under which FPE and/or CDE are insured.

71. An actual and justiciable controversy has arisen and now exists between Home on the one hand, and FPE and CDE on the other, concerning their respective rights and duties under the alleged Home policies.

72. The rights and status and other legal relations and obligations of Home and CDE and FPE, under N.J.S.A. 2A:16-50, et seq., are uncertain and insecure, and the entry of a declaratory judgment by this Court will terminate the uncertainty and controversy which has given rise to this proceeding.

WHEREFORE, Home respectfully prays for a judgment against defendants FPE and CDE as follows:

(a) Declaring that Home has no duty to defend FPE and CDE in connection with the Underlying Environmental Claims;

(b) Determining the extent to which, if at all, Home has any obligation to indemnify FPE and/or CDE in connection with the Underlying Environmental Claims;

(c) Determining the extent to which, if at all, Home has any obligation to reimburse FPE and/or CDE for any defense costs incurred in connection with the Underlying Environmental Claims;

(d) Determining, in the event Home is found to be in any way liable to FPE or CDE, the appropriate allocation of any and all damages resulting from the Underlying Environmental Claims to uninsured, self-insured and other-insured periods; and

(e) Awarding such other and further relief as this Court deems just and appropriate under the circumstances.

SECOND COUNT FOR DECLARATORY RELIEF
(Against the Insurer Defendants)

73. Home repeats and reiterates each of the allegations contained in Paragraphs 1 through 72 of the Complaint, all as if fully set forth at length herein.

74. Home contends that in the event it is found to have any obligation to FPE and/or CDE under any Home policy alleged to have provided insurance to FPE and/or CDE, Home's liability is limited to that amount of the relevant loss properly allocable to the period of time during which such policy was in effect.

75. In the event that Home is found to be liable, by declaration in this action or otherwise, to FPE or CDE for any amount in excess of the loss allocable to that period of time during which Home is found to have insured FPE and/or CDE, Home will possess rights of contribution against the Insurer Defendants.

76. By reason of the foregoing, and by reason of New Jersey's entire controversy doctrine, an actual and justiciable controversy has arisen and now exists between Home and the Insurer Defendants concerning their respective rights and duties under the relevant policies issued to FPE and/or CDE.

77. The rights and status and other legal obligations of Home and the Insurer Defendants, under N.J.S.A. 2A:16-50, et seq., are uncertain and insecure, and the entry of a declaratory judgment by this Court will terminate the uncertainty and controversy which has given rise to this proceeding.

WHEREFORE, Home respectfully prays for a judgment against the Defendant Insurers:

(a) Determining, in the event that Home is found to be in any way liable to FPE or CDE, the appropriate allocation of any and all damages resulting from the Underlying Environmental Claims to uninsured, self-insured and other-insured periods;

(b) Determining, if necessary, the respective obligations and duties of each of the Insurer Defendants to make contribution to Home, and

(c) Awarding such other and further relief as the Court
deems just and appropriate.

SMITH, STRATTON, WISE,
HEHER & BRENNAN
Attorneys for Plaintiff
Home Insurance Company

By:



Thomas E. Schorr

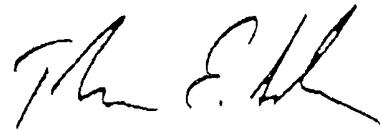
Dated: January 22, 1997
Princeton, NJ

JURY DEMAND

Home hereby demands a trial by jury of all issues so triable.

DESIGNATION OF TRIAL COUNSEL

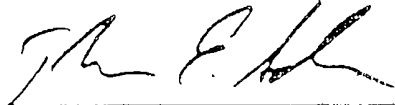
Pursuant to R.4:25-4, Home hereby designates William J. Brennan, III, Esq. as trial counsel.

A handwritten signature in black ink, appearing to read "Th. E. Schorr", written over a horizontal line.

Thomas E. Schorr

CERTIFICATION

I hereby certify pursuant to R 4:5-1 that the matter in controversy is not the subject of any other action pending in any other court or arbitration proceeding; with the exception of (i) an action entitled Federal Pacific Electric Company and Cornell Dubilier Electronics, Inc. v. Hartford Acc. & Ind. Co., (Civil Action No. 96-11288), pending in the United States District Court for the District of Massachusetts, and (ii) an action entitled Federal Pacific Electric Company and Cornell-Dubilier Electronics, Inc. v. Aetna Casualty & Surety Company (Civil Action No. 96-11289), pending in the United States District Court for the District of New Jersey; nor is any other action or arbitration proceeding contemplated by plaintiff, nor am I aware of any other parties who should be joined in this action at this time.



Thomas E. Schorr